



CFN 2006R0811954
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RECORDED 07/27/2006 14:36:00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

AG/6

This instrument was prepared by:

Name: Felix M. Lasarte, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, CORREA VENTURES, INC. (the "Owner"), holds the fee simple title to that certain 5± acres of real property, which is legally described in Exhibit "A" to this Declaration (the "Property");

NOW, THEREFORE, in order to assure Miami-Dade County (the "County") that the representations made by the Owner during consideration of Public Hearing No. 05-267 (the "Application") will be abided by, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. Maximum Number of Lots. The development of the Property shall be limited to a maximum of five (5) residential lots.
2. Limitation of S.U.R.s. The utilization of SURs (Severable Use Rights) is prohibited.
3. Miscellaneous.
 - A. County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of



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entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

B. Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

C. Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date that this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

D. Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-

Dade County, Florida, or other procedure permitted under the Miami-Dade County Code, whichever by law has jurisdiction over such matters, after public hearing, if required.

E. **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

F. **Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

G. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

H. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the

buildings or structures thus constructed comply with the intent and spirit of this Declaration.

I. **Severability**. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

J. **Recording**. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 3rd
day of January, 200~~8~~⁶.

WITNESSES

Print Name: Jorge D. Herrera

Print Name: SIUBY FLEITES

Print Name: _____

Print Name: _____

~~CORREA VENTURES, INC.~~

By: _____

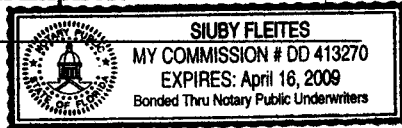
Print Name: Jorge Correa
as President of Correa Ventures, Inc

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Jorge Correa, who is as President of Correa Ventures, personally known to me or has produced FLORIDA LICENSE #C600-420-48-004-0 as identification.

6 Witness my signature and official seal this 3rd day of January, 2008, in the County and State aforesaid.

My Commission Expires:



Florida

Lucy R. Rector
Notary Public - State of

SIUBY FLEITES

Printed Name _____

Declaration of Restrictions
Page 7 of 8

JOINDER BY MORTGAGEE

The undersigned, (Name) Jonathan T. Borghi, in his/her capacity as (Title) Asst. Vice President of South Florida Federal Land Bank Association, FLCA, under that certain Mortgage, dated Aug 16, 05, recorded on Sep. 2, 05, in Official Records Book 23741, Page 2950, of the Public Records of Miami-Dade County. Mortgage covering all/or a portion of the property described in the foregoing "Declaration of Restrictions" does hereby acknowledge that the terms of the agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 3 day of

January, 2006

WITNESSES:

Karen M. Loria
Signature
Karen M. Loria
Printed Name

Erin Lyden
Signature
Erin Lyden
Printed Name

South Florida Federal Land Bank Association,
FLCA

By:

[Signature]
Signature
Jonathan T. Borghi
Printed Name/Title

Address: 24700 SW 177 AVE
Homestead, FL 33030

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

) SS

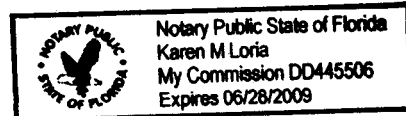
STATE OF FLORIDA, COUNT OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 27th day of
July, A.D. 2006
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK, of Circuit and County Courts
By [Signature] D.C.



The foregoing instrument was acknowledged before me, this 3rd day of January, 2006, by (Name) Jonathan Borghi as (Title) Assistant Vice-President, of South Florida Federal Land Bank Association, FLCA, on behalf of the corporation. (He/She is personally known to me or has produced [Signature] as identification.

South Florida Federal Land Bank Association, FLCA

My Commission Expires: 6/28/09
[Signature]
Notary Public State of Florida
Karen M. Loria
Printed Name



**METROPOLITAN MIAMI-DADE COUNTY - PUBLIC WORKS
ENGINEERING - SUBDIVISION CONTROL
OPINION OF TITLE**

To: MIAMI-DADE COUNTY, a political subdivision of the State of Florida.

With the understanding that this Opinion of Title is furnished to MIAMI-DADE COUNTY, FLORIDA, as an inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement or in compliance with Chapter 28, covering the real property herein described. It is hereby certified that we have examined the following: (i) Owner's Policy for Title Insurance No. OPM-7122711 issued through Attorneys' Title Insurance Fund, Inc. covering the period from the beginning of time to September 2, 2005; and (ii) title searches conducted through Attorneys' Title Insurance Fund, Inc. effective through April 26, 2006 at 11:00 p.m.; of the following described real property:

The North ½ of the Southwest ¼ of the Northeast ¼ of the Northwest ¼ of Section 14, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida.

Basing our opinion on the foregoing title evidence covering said period we are of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in:

CORREA VENTURES, INC., a Florida corporation ¹

Subject to the following encumbrances, liens, and other exceptions:

RECORDED MORTGAGE:

1. Mortgage from Correa Ventures, Inc. in favor of South Florida Federal Land Bank Association, recorded on September 2, 2005 in Official Records Book 23741 at Page 2950, of the Public Records of Miami-Dade County, Florida.

GENERAL EXCEPTIONS:

1. All taxes for the year in which this opinion is rendered and subsequent years.
2. Rights of parties in possession other than the above owner.
3. Facts that would be disclosed by an accurate survey.
4. Any unrecorded labor, mechanics or materialmen's liens.
5. Zoning and other restrictions imposed by governmental authority.
6. Facts that would be disclosed by appropriate name searches conducted on Correa Ventures, Inc.
7. Notices of Commencement and/or Claims of Lien of record, if any.

¹ By and through Jorge Correa, as President.

SPECIAL EXCEPTIONS:

1. Ordinance No. 83-24 recorded in Official Records Book 11781 at Page 1422 and in Official Records Book 12046 at Page 481, of the public records of Miami-Dade County, Florida.

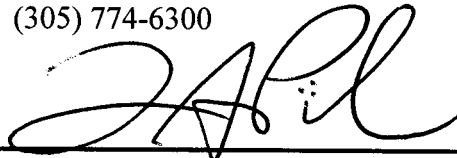
It is our opinion that the following parties must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein:

<u>Name</u>	<u>Interest</u>	<u>Number</u>
CORREA VENTURES, INC. ²	Owner	N/A
SOUTH FLORIDA FEDERAL LAND BANK ASSOCIATION	Mortgagee	N/A

I, the undersigned, further certify that I am an Attorney at Law duly admitted to practice in the State of Florida, and am a member in good standing of the Florida Bar.

Respectfully submitted this 22ND day of May, 2006.

PILA & ASSOCIATES, P.A.
3191 Coral Way, Suite 406
Miami, Florida 33145
(305) 774-6300

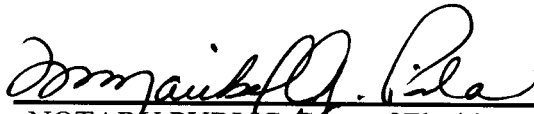
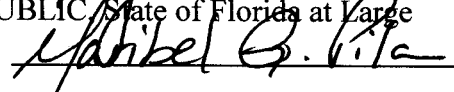


TOMAS A. PILA, ESQ.
Florida Bar No. 102520

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS.:

The foregoing instrument was acknowledged before me this 22nd day of May, 2006, by TOMAS A. PILA, who is personally known to me.

My commission expires:


NOTARY PUBLIC, State of Florida at Large
Print name: 

² By and through Jorge Correa, as President.

